

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Conover + Company Communications, Inc.
200 Friberg Parkway, Suite 4006
Westborough, MA 01581

2. Registration No.

6125

3. Name of Foreign Principal

Xinfa Pharmaceutical Company, Ltd.

4. Principal Address of Foreign Principal

1 Tongxing Road, Kenli County, Dongying City, Shandong
Province, China

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
☐ Foreign political party
☒ Foreign or domestic organization: If either, check one of the following:
☐ Partnership ☐ Committee
☒ Corporation ☐ Voluntary group
☐ Association ☐ Other (specify) _____
☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Xinfa Pharmaceutical Co, Inc. is a leading manufacturer of feed additives, vitamins, veterinary drug ingredients, complex pharmaceutical intermediates, and active pharmaceutical ingredients.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Xinfa Pharmaceutical Company, Inc. is owned by Xinfa Li and Xiaoyan Liu.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
August 18, 2012	Kevin R. Gould Executive Vice President	/s/ Kevin R. Gould	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

**Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Conover + Company Communications, Inc.

2. Registration No.

6125

3. Name of Foreign Principal

Xinfa Pharmaceutical Company, Ltd.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Calls to reporters and editors of media outlets to pitch a story about legal cases being heard in China between our client Xinfa Pharmaceutical Company, Ltd. and Xinfu Pharmaceuticals Company.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

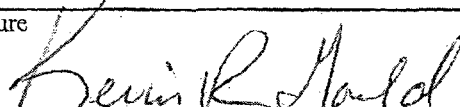
Calls to a small number of reporters to inform them of cases being heard in China related to our client, Xinfu Pharmaceutical Company, Ltd. Sending pertinent materials to the same reporters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	Kevin Gould, Executive Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Conover + Company
communications, inc.

1875 Connecticut Ave. NW, Suite 710, Washington, DC, 20009 • Telephone: 866-411-7321 • Fax: 866-533-9885 • E-Mail: hconover@conoverandcompany.com

SERVICE AGREEMENT

Conover + Company Communications, Inc.
1875 Connecticut Ave. NW, Suite 710
Washington, DC, 20009
Attn: Heather C. Conover

Telephone: (866) 411-7321
Fax: (866) 533-9885
E-Mail: hconover@conoverandcompany.com

CLIENT: Xinfu Pharmaceutical Co., Ltd.
No. 1 Tongxing Road, Kenli County,
Dongying City, Shandong
Province, China
Attn: Xinfu Li
Telephone: 0086 546 2977668
Fax: 0086 546 2977808
E-Mail: exp1998@yeah.net

I. SCOPE OF WORK

Conover + Company Communications, Inc. ("C+CC") will provide public relations services (the "Work") to the Client as described on Exhibit A, Statement of Work and subject to the Terms and Conditions attached hereto and incorporated herein. C+CC will pitch reporters at major media outlets whom C+CC believes may be interested in Client's current litigation in China. Major media outlets to be considered by C+CC include such premier media outlets as The New York Times, The Wall Street Journal, The Washington Post, USA Today, The Boston Globe, Time, The Huffington Post, The Economist, AP, Reuters, Dow Jones, Bloomberg and AFP.

II. FEES FOR SERVICES

- a. Client will pay C+CC a fee for the Work in the amount of \$30,000 ("Project Fee"), as described in Exhibit
- b. In addition, Client shall reimburse C+CC for all out of pocket expenses incurred in connection with the Work, including without limitation, media monitoring and distribution service, FARA filings, travel, long distance telephone, facsimile, photocopy, printing, design, supplies postage, courier and delivery services, parking and travel. The Client must approve any expenses before they are incurred, such approval not to be unreasonably withheld or delayed. The Client shall be responsible for the payment of all legal fees of the Sheppard Mullin Richter & Hampton, LLP law firm related to the preparation and execution of this Agreement
- c. All Expenses shall be billed by C+CC monthly and paid by Client upon receipt.

III. TERM

This Agreement shall commence on August 15, 2012 and shall continue until August 31, 2012 unless earlier terminated as provided herein.

IV. EXECUTION

IN WITNESS WHEREOF, the authorized representative of each party has executed this Agreement, effective as of the date last signed below.

Conover + Company Communications, Inc.
By: Heather C. Conover, CEO
KEVIN GOULD, EVP
DATE: 8/15/12

CLIENT: Xinfu Pharmaceutical Co., Ltd.
By: [Signature]
Duly Authorized
Title: President
DATE: 2012-08-15

CONOVER + COMPANY
communications, inc.

1875 Connecticut Ave. NW, Suite 716, Washington, DC, 20009 • Telephone: 866-411-7321 • Fax 866-533-9885

SERVICE AGREEMENT

Conover + Company Communications, Inc.
1875 Connecticut Ave. NW, Suite 716
Washington, Dc, 20009
Attn: Heather C. Conover

Telephone: (866) 411-7321
Fax: (866) 533-9885
E-Mail: hconover@conoverandcompany.com

CLIENT:

Xinfa
1 Tongxing Road, Kenli County,
Dongying City, Shandong
Province, China
Attn: Xinfa Li

Telephone:

Fax:

E-Mail:

exp1998@yeah.net

I. SCOPE OF WORK

Conover + Company Communications, Inc. ("C+CC") will provide public relations services (the "Work") to the Client as described on Exhibit A, Statement of Work and subject to the Terms and Conditions attached hereto and incorporated herein. C+CC will pitch reporters at major media outlets whom C+CC believes may be interested in Client's current litigation in China. Major media outlets to be considered by C+CC include such premier media outlets as The New York Times, The Wall Street Journal, The Washington Post, USA Today, The Boston Globe, Time, The Huffington Post, The Economist, AP, Reuters, Dow Jones, Bloomberg and AFP.

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- b. In addition, Client shall reimburse C+CC for all out of pocket expenses incurred in connection with the Work, including without limitation, media monitoring and distribution service, FARA filings, travel, long distance telephone, facsimile, photocopy, printing, design, supplies postage, courier and delivery services, parking and travel. The Client must approve any expenses before they are incurred, such approval not to be unreasonably withheld or delayed. The Client shall be responsible for the payment of all legal fees of the Sheppard Mullin Richter & Hampton, LLP law firm related to the preparation and execution of this Agreement.
- c. All Expenses shall be billed by C+CC monthly and paid by Client upon receipt.

III. TERM

This Agreement shall commence on August 15, 2012 and shall continue until August 31, 2012 unless earlier terminated as provided herein.

IV. EXECUTION

IN WITNESS WHEREOF, the authorized representative of each party has executed this Agreement, effective as of the date last signed below.

Conover + Company Communications, Inc.

By:


Kevin Gould, Exec. Vice President

DATE:

8/15/12

CLIENT:

By:

Duly Authorized

Title:

DATE:

TERMS AND CONDITIONS

1. **Agreement.** This Agreement, including the cover page, terms and conditions and exhibits referred to herein, constitutes the complete agreement between Client and C+CC regarding the subject matter and supersedes all agreements and understandings, whether oral or written, between the parties. Different or additional terms contained in documents supplied by Client shall not apply. In the event that C+CC signs and returns an acknowledgement copy of a Client purchase order or similar document, the parties expressly agree that C+CC's signature thereon is being provided solely as an accommodation for Client's internal administration, and does not signify C+CC's agreement to any terms or conditions contained therein which vary, conflict with, or add to the obligations of the parties set forth in this Agreement.

2. **Responsibilities of the Parties.** Client acknowledges that timely performance of the Work is dependent upon Client's timely cooperation and input in connection with the Work. Client will provide C+CC on a timely basis such information, review and/or approvals requested by C+CC. Client shall at all times remain responsible for (a) reviewing and approving the substance and content of all communications resulting from the Work; (b) obtaining any permissions or authentications with respect thereto; and (c) complying with all laws with respect thereto, including but not limited to copyright, trademark and libel laws. C+CC will provide appropriate copyright attribution for all information supplied to C+CC by third parties but will not be responsible in any other way for such information.

3. **Modifications to Work.** Client and C+CC shall discuss and agree upon any modifications necessary to the Work from time to time. At C+CC's sole and reasonable discretion, such agreed upon modifications may result in a change in the fee for the Work (including, if applicable the hourly rate charged and/or the service hours required). All such modifications shall be in writing signed by the parties and shall be deemed a part of this Agreement.

4. **Accuracy of Information.** All information provided to C+CC by or on behalf of Client shall be (a) true, accurate, complete; and (b) original works and/or used with permission of the owner of such work. In connection with Work, Client shall promptly review all copy provided by C+CC to the Client for review and will be solely responsible for the accuracy of copy provided by C+CC for the Client's review. C+CC may rely on the truthfulness, accuracy and completeness of all information provided by Client, approvals, and/or waiver of approvals provided by Client.

5. **Access to Media Lists.** During the term of this Agreement, C+CC may grant Client access to and use of its media list(s). Client agrees that any media list provided by C+CC in connection with this Agreement is the property of and shall remain with C+CC. Upon termination of this Agreement, Client shall immediately return to C+CC such media list(s) supplied to Client and terminate all use of such media list(s).

6. **Indemnification.** Client shall indemnify, defend and hold harmless C+CC, its stockholders, directors, officers, agents and employees against all claims, demands, losses, causes of action, damages and expenses (including without limitation attorneys' fees) arising out of or in any way relating to (a) a failure of performance of any of Client's obligations or a breach of any representations and warranties hereunder; (b) Client's negligence or misconduct; (c) the use of Client provided or approved information by C+CC in accordance with this Agreement; (d) the use of copy provided to the Client for review or (e) third party claims arising out of the performance of authorized services.

7. **Warranty.** No warranties or representations are given by C+CC or should be implied from this Agreement. **ALL WARRANTIES, WITH RESPECT TO THE WORK, EXPRESS OR**

IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

8. **Limitation of Liability.** IN NO EVENT SHALL C+CC BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFIT OR REVENUE, EVEN IF C+CC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall C+CC's liability hereunder exceed the amount paid by Client for that portion of the Work giving rise to the claim.

9. **Confidentiality.** During the term of this Agreement, C+CC and Client may exchange certain proprietary and confidential information in connection with the Work ("Confidential Information"). Any Confidential Information designated as such in writing by the disclosing party prior to or at the time such Confidential Information is disclosed shall be maintained by the recipient in strict confidence, shall not be disclosed to third parties unless required to do so by law or in connection with the performance of this Agreement. The obligations of the recipient hereunder shall not apply to any Confidential Information which (a) was in the public domain at the time of disclosure, (b) enters the public domain other than by breach of this Agreement by the recipient, (c) is otherwise known to the recipient at the time of disclosure, or (d) is disclosed to the recipient by a third party who has the right to do so. The parties' obligations under this section shall terminate two (2) years after the date of disclosure. Client acknowledges that C+CC is engaged in the business of strategic communications and public relations, and the foregoing obligation shall not limit or restrict C+CC's ability to engage in such business nor shall it limit or restrict the use or application of any information or knowledge acquired independently in the course of such business.

10. **Termination/Ownership of Creative Materials.** Either party may terminate this Agreement by providing written notice to the other party ten (10) days in advance of the termination date. All rights and obligations of the parties accruing through the termination date, including payment of all fees and expenses to C+CC and any agreements made with vendors on behalf of Client, shall be fulfilled and performed by the parties. On termination of this Agreement all creative materials produced by C+CC shall be the sole property of C+CC.

11. **Overdue Fees.** C+CC may impose a late charge equal to 1.5% per month or the maximum legal rate if less, on overdue amounts and, at its sole discretion, suspend performance of the Work until payment in full is made and/or terminate its obligations under this Agreement without further obligation to Client. In addition to all other remedies, Client will pay all expenses and fees, including attorneys' fees, incurred by C+CC in enforcing this Agreement.

12. **Independent Contractor.** C+CC is an independent contractor with respect to Client. C+CC may not in any way bind Client and will be responsible for all of its own taxes.

13. **General.** (a) Any notices hereunder shall be in writing and delivered by hand, overnight mail service, facsimile with a transmission confirmation, or mailed by certified or registered mail, return receipt requested, to the address of the applicable party set forth in this Agreement; (b) This Agreement is not assignable by either party; (c) This Agreement may be modified only by written agreement signed by the parties; (d) To the extent that performance of this Agreement is delayed or prevented by causes beyond a party's reasonable control, including but not limited to communication malfunctions, then the performance of the party affected by such circumstances shall be suspended to the extent required by such circumstance; (e) This Agreement shall be governed and construed by the substantive laws of the

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Commonwealth of Massachusetts which shall be the exclusive jurisdiction for suits with respect hereto; and (f) Each party hereto consents to the exclusive jurisdiction of the courts of Massachusetts with respect to any dispute arising hereunder.

14. Payment of Legal Fees. The Client shall be responsible for the payment of all legal fees of the Sheppard Mullin Richter & Hampton, LLP law firm related to the preparation and execution of this Agreement.

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EXHIBIT A

STATEMENT OF WORK

Description of Services:

Services to include:

- Develop and implement public relations strategies
- Identify reporters at target publications
- Develop possible storylines using factual source material from Xinfu that has been reviewed and approved by legal counsel and pitch reporters to write articles that report on the key issues associated with Xinfu's current litigation with Xinfu
- Handle interview logistics
- Follow up with additional information as required by reporters
- Phone and email communications with Client
- Provide final report detailing activities and results.
- Regular email and phone communications with Xinfu on the progress of media outreach activities.

Start Date: August 15, 2012

Completion Date: August 31, 2012

Special Conditions and Advisories:

In addition, C+CC agrees to provide reporters only facts and interpretations that have been approved by Xinfu and its law firm, keeping the names of Xinfu's media liaisons and witnesses in strict confidentiality. Xinfu and its law firm will approve talking points that will be used in phone calls and emails and other materials, such as a backgrounder, that will be disseminated to the media.

If upon reviewing the documents provided by Xinfu, C+CC determines that the story does not merit coverage or believes that involvement compromises C+CC's integrity in any way, C+CC will return the documents and a check in the full amount of the first installment paid to C+CC.

By August 31, 2012, C+CC will have contacted all the publications listed under the Scope of Work to the extent C+CC has determined that there would be value to the Client from initiating such contact. If the story has not been covered by August 31, 2012, C+CC will know by this date whether or not there is interest in the story by any of the major media outlets, and will have informed Xinfu of same. C+CC does not have control over if and when the media publish or air a story, but must expend a good faith effort in preparing and pitching stories. For the first 45 days after the termination of this Agreement, C+CC will continue work to coordinate coverage with any of the above listed papers that have expressed interest in the initial story whether before or after

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August 31, 2012 as it considers that work to be covered under the terms of this agreement.

Additional work not described in this contract that extends beyond August 31, 2012 will require a new contract.

Fees and Payment Schedule:

Project fee of \$30,000 is to be paid in two installments, the first of \$10,000 is due upon signing of the contract and the second and final project fee installment is due upon the publication in print or online in one major media outlet of a story regarding the Client's current litigation in China.

A performance bonus may be paid to C+CC at the discretion of the Client.

Expenses will be billed monthly and are payable within 10 days of the invoice date. The major expense that will be incurred will be filings with the Foreign Agents Registration Act. These are estimated to total approximately \$305 each for two filings. \$710.00 is due upon the signing of the contract.

The Client shall be responsible for the payment of all legal fees of the Sheppard Mullin Richter & Hampton, LLP law firm related to the preparation and execution of this Agreement.

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